

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

EUGENE MANNACIO, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

SOVEREIGN LENDING GROUP
INCORPORATED,

Defendant.

Case No. 3:22-cv-05498-TMC

PRELIMINARY APPROVAL ORDER

After granting plaintiff's unopposed motion for preliminary approval of class action Settlement by separate order, the Court enters this preliminary approval order:¹

FINDINGS:

1. The Court hereby preliminarily approves the Settlement Agreement and the terms and conditions of settlement set forth therein, subject to further consideration at the Final Approval Hearing.

2. The Court has conducted a preliminary assessment of the fairness, reasonableness, and adequacy of the Agreement and hereby finds that the settlement falls within the range of

¹ Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

1 reasonably meriting possible final approval. The Court therefore preliminarily approves the
2 proposed settlement as set forth in the Settlement Agreement.

3 3. The Long-Form Notice, Postcard Notice, Claim Form, and Opt-Out Form (all
4 attached to the Settlement Agreement), and their manner of transmission, comply with Rule 23
5 and due process because the notices and forms are reasonably calculated to adequately apprise
6 class members of (i) the pending lawsuit, (ii) the proposed settlement, and (iii) their rights,
7 including the right to either participate in the settlement, exclude themselves from the settlement,
8 or object to the settlement.

9 4. For settlement purposes only, the Class is so numerous that joinder of all Class
10 Members is impracticable.

11 5. For settlement purposes only, Plaintiff Eugene Mannacio's ("Plaintiff") claims are
12 typical of the Settlement Class' claims.

13 6. For settlement purposes only, there are questions of law and fact common to the
14 Settlement Class which predominate over any questions affecting only individual Settlement Class
15 Members.

16 7. For settlement purposes only, class certification is superior to other available
17 methods for the fair and efficient adjudication of the controversy.

18 IT IS ORDERED THAT:

19 8. Settlement Approval. The Settlement Agreement, including the Long-Form
20 Notice, Postcard Notice and Claim Form, Electronic Claim Form, and Opt-Out Form attached to
21 the Settlement Agreement as Exhibits 2-5 are preliminarily approved.

22 9. Appointment of the Settlement Administrator and the Provision of Class Notice.
23 Kroll Settlement Administration is appointed as the Settlement Administrator. The Settlement
24

1 Administrator will notify Class Members of the settlement in the manner specified under Section 4
2 of the Settlement Agreement.

3 10. Claim for a Settlement Award. Class Members who want to receive an award under
4 the Settlement Agreement must accurately complete and deliver a Claim Form to the Settlement
5 Administrator no later than ninety (90) calendar days after the entry of this Order.

6 11. Objection to Settlement. Any Class Member who has not submitted a timely
7 written exclusion request pursuant to paragraph 13 below and who wishes to object to the fairness,
8 reasonableness, or adequacy of the Settlement Agreement, the Fees, Costs, and Expenses Award,
9 or the Service Payment must deliver written objections to the Settlement Administrator (by postal
10 mail or email) or the Court no later than ninety (90) calendar days after the entry of this Order.

11 Written objections must: (a) clearly identify the case name and number; (b) include the full name
12 and the unique identification number for the Settlement Class Member assigned by the Settlement
13 Administrator; (c) include the address, telephone number, and email address (optional) of the
14 objecting Settlement Class Member; (d) include the full name, address, telephone number, and
15 email address of the objector's counsel, and the state bar(s) to which counsel is admitted (if the
16 objector is represented by counsel); and (e) provide a detailed explanation stating the specific
17 reasons for the objection, including any legal and factual support and any evidence in support of
18 the objection. Any Class Member who timely submits a written objection, as described in this
19 paragraph, has the option to appear at the Final Approval Hearing, either in person or through
20 personal counsel, to object to the fairness, reasonableness, or adequacy of the Settlement
21 Agreement or the proposed settlement, the Service Payment, or to the Fees, Costs, and Expenses
22 Award. However, Settlement Class Members (with or without their attorneys) intending to make
23 an appearance at the Final Approval Hearing must include on a timely and valid objection a
24 statement substantially similar to "Notice of Intention to Appear." Only Settlement Class Members

1 who submit timely objections including Notices of Intention to Appear may speak at the Final
2 Approval Hearing. If a Settlement Class Member makes an objection through an attorney, the
3 Settlement Class Member will be responsible for his or her personal attorney's fees and costs. The
4 objection will not be valid if it only objects to the lawsuit's appropriateness or merits.

5 12. Failure to Object to Settlement. Settlement Class Members who fail to object to the
6 Settlement Agreement in the manner specified above will: (1) be deemed to have waived their right
7 to object to the Settlement Agreement; (2) be foreclosed from objecting (whether by a subsequent
8 objection, intervention, appeal, or any other process) to the Settlement Agreement; and (3) not be
9 entitled to speak at the Final Approval Hearing.

10 13. Requesting Exclusion. Settlement Class Members may elect not to be part of the
11 Class and not to be bound by this Settlement Agreement. Individual requests for exclusion may be
12 submitted to the Settlement Administrator electronically (through the Settlement Website) or by
13 postal mail, but if submitted by postal mail, each Settlement Class Member must pay for postage.
14 No mass opt-outs are allowed. All requests for exclusion must be in writing and must: (a) clearly
15 identify the case name and number; (b) include the full name and the unique identification number
16 for the Settlement Class Member assigned by the Settlement Administrator; (c) include the
17 address, telephone number, and email address (optional) of the Settlement Class Member seeking
18 exclusion; (d) contain a statement that the requestor does not wish to participate in the settlement;
19 and (e) be signed personally by the Settlement Class Member. A request for exclusion must be
20 submitted no later than ninety (90) calendar days after entry of this Order.

21 14. Provisional Certification. The Settlement Class is provisionally certified as a class
22 of: all persons or entities within the United States to whom Defendant Sovereign Lending Group
23 Incorporated ("Defendant" or "Sovereign Lending") or a third party acting on its behalf: (a) made
24 one or more telephone calls, including while the call recipient's number was on the National Do

1 Not Call Registry; and/or (b) made one or more calls after asking Defendant or a third party acting
2 on Defendant's behalf to stop calling when that telephone number was obtained by the Defendant
3 from The Money Source Inc.

4 15. Conditional Appointment of Class Representative and Class Counsel. Plaintiff is
5 conditionally certified as the class representative to implement the Parties' settlement in
6 accordance with the Settlement Agreement. The law firms of Paronich Law, P.C. and Turke &
7 Strauss LLP are conditionally appointed as Settlement Class Counsel. Plaintiff and Settlement
8 Class Counsel must fairly and adequately protect the Settlement Class's interests.

9 16. Stay of Other Proceedings. The Court hereby orders that any actions or proceedings
10 in any court in the United States involving any Released Claims asserted by any Releasing Parties,
11 except any matters necessary to implement, advance, or further the approval of the Settlement
12 Agreement are stayed pending the Final Approval Hearing and issuance of any Final Order and
13 Judgment.

14 17. Termination. If the Settlement Agreement terminates for any reason, the
15 following will occur: (a) class certification will be automatically vacated; (b) Plaintiff and
16 Settlement Class Counsel will stop functioning as the class representative and class counsel,
17 respectively, except to the extent previously appointed by the Court; and (c) this Action will revert
18 to its previous status in all respects as it existed immediately before the Parties executed the
19 Settlement Agreement, other than as to payments made to, or owed for work already incurred by,
20 the Settlement Administrator. Neither the settlement nor this Order will waive or otherwise impact
21 the Parties' rights or arguments.

22 18. No Admissions. Nothing in this Order is, or may be construed as, an admission or
23 concession on any point of fact or law by or against any Party.
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1 19. Stay of Dates and Deadlines. All discovery and pretrial proceedings and deadlines
2 are stayed and suspended until further notice from the Court, except for such actions as are
3 necessary to implement the Settlement Agreement and this Order.

4 20. Modifications. Counsel for the Parties are hereby authorized to utilize all reasonable
5 procedures in connection with the administration of the settlement which are not materially
6 inconsistent with either this Order or the terms of the Agreement. The Parties may further modify
7 the Settlement Agreement prior to the Final Approval Hearing so long as such modifications do not
8 materially change the terms of the settlement provided therein. The Court may approve the
9 Settlement Agreement with such modifications as may be agreed to by the Parties, if appropriate,
10 without further notice to Settlement Class Members.


11 21. Final Approval Hearing. On February 27, 2024, at 1:30 PM, this Court will hold a
12 Fairness Hearing to determine whether the Settlement Agreement should be finally approved as
13 fair, reasonable, and adequate. Plaintiff's motion in support of the Final Approval Order and Final
14 Judgment shall be filed on or before twenty-one (21) calendar days before the Final Approval
15 Hearing. Any brief Sovereign Lending may choose to file shall be filed on or before seven (7)
16 calendar days before the Final Approval Hearing. This Court may order the Fairness Hearing to be
17 postponed, adjourned, or continued. If that occurs, the updated hearing date shall be posted on the
18 Settlement Website, but other than the website posting, the Parties will not be required to provide
19 any additional notice to Settlement Class Members.

20 22. Summary Timeline. The Agreement and this Order provide for the following timeline
21 dates and deadlines related to the provision of notice and the Final Approval Hearing:

Last day for Settlement Class Counsel to provide the Settlement Administrator the Class List	On or before 14 days after entry of this Order
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1	Last day for the Settlement Administrator to publish the Settlement Website and begin operating a toll-free telephone line, email address, and P.O. Box to accept inquiries from Settlement Class Members	On or before 30 days after entry of this Order
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4	Settlement Administrator provides Notice to Settlement Class Members	On or before 30 days after entry of this Order
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6	Last day for Settlement Class Counsel to file motion in support of Fees, Costs, and Expenses Award and apply for Service Payment	On or before 69 days after entry of this Order
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8	Last day for Settlement Class Members to file Claim Forms, object, or request exclusion from the Settlement Class	On or before 90 days after entry of this Order
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10	Last day for Settlement Class Counsel to file motion in support of Final Approval	On or before 21 days before Final Approval Hearing
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12	Last day for Sovereign Lending to file optional brief in support of Settlement	On or before 7 days before Final Approval Hearing

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14 Dated this 2nd day of October, 2023.

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18 Tiffany M. Cartwright
19 United States District Court Judge
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